

BID ADDENDUM
SP-18 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th FLOOR
EAST HARTFORD, CT 06108-3274

Bid Number
03ITZ0333
Bid Opening Date
August 7, 2003

BID ADDENDUM # 2

COMMODITY CLASS/SUB-CLASS AND DESCRIPTION:
Check Point Security Firewall

ADDENDUM TO PROVIDE – Answers and Questions Document and Revised Bid Schedule

This Addendum must be Signed & Returned with your Bid.

Company Name

Authorized Signature of Bidder

Date

APPROVED _____

Holly Miller-Sullivan

Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

Date Issued: August 1, 2003

Clarification Questions and Answers on Check Point Firewall Invitation to Bid

Procedural and Contract Questions:

Q1:

Pg 4, section 2 All resumes submitted with this invitation to bid must be accompanied by a copy of the result of a Criminal history check that may be obtained by the CT State Police. Our standard procedure of responding to RFPs is to provide BIOS (years experience with technologies and applicable certifications) of our employees, is that sufficient? Do the criminal history checks need to be supplied with the Aug 7th bid? Are the criminal history checks only necessary for the engineers that will be working on the project?

A1:

This Invitation to Bid may be used to award contracts that will support firewalls and security software that protects the State's most sensitive data. Bidders must be able to prove four years of experience with Check Point Software and must have complete criminal background checks for any employees who the bidder proposes will work with the State. The background checks must be included with the bid on Aug. 7th to be considered for an award.

Q2:

I am assuming that the FW Licenses needed for the Nokia platform is what is provided on the CD?

A2:

The State of Connecticut purchased an unlimited license and a management console license in 2002. There appears to be a record keeping problem that the State is isolating and will correct that currently indicates the State only owns one license for enforcement and management.

Vendors should continue to assume the record keeping will be cleared up prior to award of this ITB and that the State will purchase 2 enforcement-point upgrades and one new management console license with the initial Nokia platforms. In the event that additional licenses need to be purchased, those unit prices should also be in the bid response as a separate line item.

Q3:

Pg 12 – "Is your company registered with the Office of the CT Secretary of State?" "If no, upon request, your company must provide a "Certificate of Legal Existence" issued by the CT Secretary of State's Office." If a vendor is not registered with the Office of Secretary of State, would we need to have this done to respond to the bid or if we are chosen would we need to apply for the certificate of Legal Existence at that point?

A3:

If the company is not registered with the Office of the Connecticut Secretary of State they must register if they are awarded this contract.

Q4:

Pg. 8 -- #9: Is the State of CT qualified for Educational Pricing (i.e. is this project for University of CT)? If so and Educational pricing is less, does a vendor still have to quote both Government and Education pricing?

A4:

The Department of Information Technology is authorized by Connecticut General Statutes to conduct procurement on behalf of municipalities, school districts and both public and private institutions of higher education in Connecticut. The first two firewalls to be purchased for this ITB are for the Connecticut Education Network. Subsequent purchases may be either for Government or Educational uses and bidders must supply both sets of pricing even if the educational pricing is lower so that government agencies that do not qualify as educational institutions may still use this contract.

Q5:

In order to receive these discounts from Check Point, the State needs to "put in writing on their letterhead that this is strictly for educational use." In order to receive the educational discount from Nokia, the State needs to complete the attached document.

A5:

See the response to the previous question. As this contract may be used by both government and educational entities, these letters will be supplied with each individual purchase.

Q6:

Pg. 12 -- State of CT projects: Is it required for vendor to have done prior business with the State of CT?

A6:

The State of CT is looking for prior experience with Check Point products. It is not a requirement to have done business with the State of Connecticut.

Q7:

Section ii. Continuous Support Services, "Provide 1 year of continuous 24 hour 7 day-per week (24x7x365) monitoring of the firewalls and monitoring console, 24x7x365 telephone support for troubleshooting, configuration, and upgrades. Attach detailed descriptions of the services provided as part of the bid response."

Is this a request for pricing for 2 different services?

1. an outsourced managed service for the firewalls
2. and Telephone support on the firewalls

In addition should this pricing be reflected as a per unit price for each particular firewall and Nokia appliance or as one total cost for the project?

A7:

If the State were to elect this option, it would expect both components as part of the service. This cost should be detailed as a per unit price for each firewall, management console and/or appliance.

Q8:

On the actual Bid Schedule, it states "bids to include all Check Point products the vendor may be able to provide, not just those listed here." Does this mean that we need to quote everything that Check Point has to offer? If so, can these be narrowed down because they have 100s of products as well as Software Subscription for each of these.

A8:

The State seeks prices for all Check Point and Nokia products that we would reasonably need including support and maintenance options. Vendors may submit catalogues and/or price books to the bid and identify a discount off of list price that would be offered for Government and Educational entities.

Q9:

On the actual Bid Schedule, I noticed that there wasn't a line item for Check Point Software Subscription on the Firewall-1 Enterprise Center Software (CPFW-EPC-U-NG). Should this be included?

A9:

Yes. A line item should be added to the bid-schedule. An updated Bid Schedule is made part of this addendum.

Q10:

On the actual Bid Schedule, It is requested that we quote a Nokia IP120 Firewall. This product will be end of life in 6 months but is being "replaced" by the Nokia IP130. The IP130 lists for the same price as the IP120 but has 3 x improvement over the IP120 in VPN performance. Do you want us to include the Nokia IP130 as well or stay with the Nokia IP120?

A10:

Yes, please provide pricing for the replacement IP130 with 3 10/100 F/E interfaces.

Q11.

On the actual Bid Schedule, it states for each Nokia IP appliance that it should be configured with Firewall-1. Is this an unlimited license?

A11.

Yes, the State has an unlimited license.

Q12.

The State is asking for services to upgrade up to 6 of the State's existing Check Point Firewall 4.1 licenses. It appears that 2 of those firewall licenses expired in October 2002. In order to quote this properly, we would like to have the Cert

Keys for these licenses. Is that possible? If not, we need to at least know what the 6 licenses are since there are many flavors of Firewall-1.

A12.

A disk has been provided for the unlimited license. Additional information may be provided at time of contract award if required.

Q13.

In terms of upgrading existing Check Point licenses, is this to NG FP3 or NG AI?

A13.

The State is looking for NG FP3 at this time. NG AI may be considered at a future date.

Q14:

Also, what support levels are you expecting for both the Check Point and Nokia. What do you mean by support-both Software Subscription and phone support? What level of phone support?

A15.

The State needs 24x7x365 telephone and software support on both the hardware and software.

TECHNICAL QUESTIONS:

Q16:

There was (1) license on the disk you gave me. It is a Check Point "bundle" which is comprised of a "management console" and an "enforcement point". In the RFP, the immediate request is to "bring 2 Firewall 4.1 licenses up to date..." What was on that disk was really (1) license. Is this (the bundle I described above) all that needs to be done initially, or is there a second license?

A16:

The intent is to upgrade to existing firewalls currently under and unlimited license. If there are components missing from that license required for installation of the new units and management console, unit pricing available elsewhere in the bid can be used to purchase the missing components.

Q17:

I have a few initial questions regarding item 6.ii. Continuous Support Services We would like to know if the state of CT is looking for

- 1) real time log collection and incident severity analysis of those logs; or
- 2) for firewall performance uptime and health monitoring (device management); or
- 3) for a combination of both options 1) and 2) to have what we consider managed and monitored firewall services.

A17:

We seek pricing for both #1 and #2, separately. Some future purchases may elect only #2, while others may request #1 and #2.

Q18:

I have one additional question. On your pricing list (BID SCHEDULE), you list "Check Point SVN Smart Bundle Software." This is a somewhat generic description that may apply to several licenses. I think you may need an Enterprise Encryption Center with Floodgate (SKU CPMP-VFE-U-NG), but I need confirmation or an alternative, if possible.

A18:

We do not intend to use the Floodgate features. The intention is to have standard firewall features only. Please provide the same software as is currently indicated in the diskette provided.

Q19:

Are there currently any site to site VPN's with your existing firewalls? If so, what are the encryption schemes, authentication methods and what are the peering devices?

A20:

No. There are not any site to site VPN's.

Q21:

Is Check Point's Securemote remote access VPN client currently being utilized? If so, how many clients and what is the authentication mechanism?

A22:

No it is not being used.

Q23:

Is there any OPSEC integration (Websense, Trend Micro, etc...) in the current Check Point environment?

A23:

No it is not implemented.

Q24:

Is User, Client or Session authentication used? If so, what is the purpose and what are the authentication mechanisms (RSA SecurID, LDAP, FW-1 password, etc...)?

A24:

These protocols are not implemented.

Q25:

Are the plans to migrate the existing Check Point management console to NG as well as implement a new management console?

A25:

The first priority is implementation of the two new firewalls with a new management station. The existing management console may be upgraded to NG at some future date.

Q26:

Are there any plans to configure Check Point management HA?

A26:

We plan on clustering using VRRP. If HA is required at a future date, the hourly engineering rates can be used for any required support to install and activate this feature.

Q27:

Are there any third party clustering products (Stonebeat, Rainwall, etc...) running on the existing Sun enforcement points?

A27:

No.

Q28:

Are there plans to implement clustering on any of the new Nokia enforcement points?

A28:

Yes. The two new enforcement points must be clustered.

Q29:

One question I have on the bid is about the specs on the Nokia IP130. It states that the IP130 should have 4 10/100 ports, The IP 130 only can support 3 10/100 ports.

A29:

An IP130 with 3 10/100 ports is the correct configuration.

Q30:

In the Introduction section #1, bullet 3 reads: upgrade 2 firewall 4.1 to FW-1. Do you mean upgrade 2 firewalls currently on version 4.1 to version NG? If so to which Feature Pack (FP) of NG?

A30:

In #5 b i-vii, the State specifically asks for responses to include Check Point/Nokia pricing for the listed configurations, however, the Check Point is not listed with configurations nor descriptions. The descriptions given offer info on the Nokia appliances, but not Check Point software. How can I determine which Check Point software license goes with the proper Nokia appliance?

Q31: See next page.

Transition Services, #6 iv- states you want to upgrade and replace existing Cisco PIX & Border Manager Routers, however, do you mean to replace only? Are you also requiring these products to be upgraded prior to replacement?

A31:

The intention is create a mechanism to purchase a new Check Point device that will replace some existing firewall and transfer the rules from that firewall onto the new firewall. No upgrade or trade-in of the old hardware is required.

Q32.

On the actual Bid Schedule, is states the desire to replace a Cisco PIX or Border Manager Router with a Nokia Appliance. Can you give me the PIX model number that would be used for the "trade"?

A32.

The intention is create a mechanism to purchase a new Check Point device that will replace some existing firewall and transfer the rules from that firewall onto the new firewall. No upgrade or trade-in of the old hardware is required.

Q33:

On the grid/matrix that lists items and room for government and educational pricing, do you want only those items listed? The verbiage says ALL Check Point products, yet the room is limited. If I were to continue on another sheet of paper, will the State accept that since in another part of the RFP, it requires all documentation and pricing to be recorded only onto supplied documents?

A33:

You may extend the grid to include any required or suggested items, but the items provided by the State must be completed.

Q34:

The RFP states that all hardware and software be shipped already installed and configured--how that be? The RFP asks for on-site work that will be the configuration processes. Do you mean pre-installed, but not pre configured?

A34:

The Invitation to bid requires that all configurations that can be done off site be completed off site. Typically this means loading the current software for Nokia and Check Point and applying appropriate patches. Sometimes additional pre-configuration like IP addressing can be coordinated with the State in advance. The equipment does not have to ship directly from the manufacturer. Delivery by the installer to DOIT is also considered "shipping" in this context.

Q35:

Please define what the State means when it requests '24x7 monitoring' of the firewall. All firewalls? Will you allow for a VPN, if so, you will need encryption on each Check Point product changing the Check Point products you list.

A35:

The ITB asks for vendors to describe the 24x7 monitoring services that they can provide and asks them to provide costs for that monitoring. Specifics of how

remote secure access can be accomplished is an implementation detail that the state will arrange upon contract award.

Q36: How will this bid be awarded? And will it be to one or multiple vendors?

A36: This bid will be awarded to the vendor(s) with lowest prices offered on the bid schedule (SP-16) who is the most qualified, responsible bidder(s). The State has the option to award to one or multiple vendors.

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0333

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

E-Mail Address:
kathleen.m.anderson@po.state.ct.us

BID SCHEDULE

03ITZ0333

RETURN ORIGINAL AND ONE COPY

BID OPENING DATE
August 7, 2003 @ 2:00 pm EST

DELIVERY TIME
August 21, 2003

PAYMENT TERMS Net 45 Days	CASH DISCOUNT -- % -- Days
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Payment terms are net 45 days.
Pricing includes all transportation charges FOB state agency.

Page 1 OF 3

BIDDER NAME

SSN OR FEIN #

Department of Information Technology is soliciting bids for
All Using State Agencies and Political Sub-Divisions for Checkpoint Firewall

NOTE TO VENDORS: THE FOLLOWING LINES ARE EXAMPLES OF CHECKPOINT PRODUCTS THAT MAY BE PROPOSED. THE STATE IS ASKING FOR BIDS TO INCLUDE ALL CHECKPOINT PRODUCTS THE VENDOR MAY BE ABLE TO PROVIDE, NOT JUST THOSE LISTED HERE. Bidders are REQUIRED to propose pricing on these specific items for cost comparison of bid responses.

Checkpoint ITB Pricing Matrix	Initial Quantity	Government purchase cost	Education purchase cost
Checkpoint Firewall-1 Enterprise Center Software	1		
Checkpoint SVN Smart Bundle Software	1		
Checkpoint Software subscription Firewall-1	1		
Checkpoint Software subscription SVN Smart Bundle	1		
Nokia IP130 Firewall			
Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces	1		
1 Year Advanced Replacement for IP130	1		
Nokia IP 380 Firewall			
Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces	1		
1 Year Advanced Replacement for IP380	1		
Nokia IP 530 Firewall			
Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces, 2 Gigabit Ethernet Interfaces	1		
1 Year Advanced Replacement for IP530	1		

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0333

Nokia IP 710 Firewall

Firewall-1 configured with 1 Gb RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces	2		
1 Year Advanced Replacement for IP710	2		

Nokia IP 740 Firewall

1 configured with 2 Gb RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces	1		
1 Year Advanced Replacement for IP740	1		

Nokia IP 1260 Firewall

Firewall-1 configured with maximum RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces	1		
1 Year Advanced Replacement for IP1260	1		

Support Services

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Firewall Installation Services

Provide an estimated 1-business-day of off-site pre-configuration of Nokia appliances in coordination with State IT personnel. Provide 3 business-days of on site installation, integration configuration and testing of firewalls and the management console. The State may designate that up to 1 business-day of this work will occur off-hours during one or two half-day maintenance windows.			
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Continuous Support Services

Provide 1 year of continuous 24 hour 7 day-per week (24x7x365) monitoring of a firewall and monitoring console, 24x7x365 telephone support for troubleshooting, configuration, and upgrades.	1		
Cost for each additional firewall monitored	1		

Check Point Subscription on Firewall-1 Enterprise Center Software (CPFW-EPC-U-NG)

Hourly Support services			
CCSA hourly rate	1		
CCSE hourly rate	1		
CCSE Plus hourly rate	1		
CCMSE hourly rate	1		

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0333

Replacement of PIX or BM with Nokia Appliance			
Cost estimate to upgrade and replace existing PIX or Border Manager Routers with Checkpoint/Nokia firewalls with equipment purchased through this bid. For bid comparison purposes, a small PIX 500 series firewall with four fast Ethernet interfaces (inside, outside and two DMZ's) and 40 rules should be bid.	1		

Total		Government Cost	Education Cost
1. Bring 2 Firewall 4.1 licenses up to date 10/02 to present			
2. Upgrade 2 Firewall 4.1 licenses to FW-1			
3. Provide support and installation services as described			
Total prices for all services			

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Ensure that you have attached your specification sheet that includes everything you are including in your bid.. Any corrections must be initialed.
3. Send an **original** and **one (1) copy and include an electronic copy.** of your bid per instructions on SP-11 ITB. **We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Tuesday, August 7, 2003 @ 2:00 p.m. (ET).**
4. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warrantee. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.
5. Bids must be sealed and received by: **Tuesday, August 7, 2003 @ 2:00 p.m. (ET).** We do not accept e-mailed or fax bids.
6. Any Corrections must be initialed.

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:

-or-
Attn.:Kathleen.m.anderson@po.state.ct.us, Bid # **03ITZ0333**
DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

BID ADDENDUM
SP-18 Rev. 01/02

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th FLOOR
EAST HARTFORD, CT 06108-3274

Bid Number
03ITZ0333
Bid Opening Date
August 7, 2003

BID ADDENDUM # 1

COMMODITY CLASS/SUB-CLASS AND DESCRIPTION:
Check Point Security Firewall

ADDENDUM TO PROVIDE Correction for Invitation to Bid

1. One of the items in the bid is the Nokia IP120. This product has been replaced by the Nokia IP130. Please bid on the replacement product.
2. The Certificate IDs for the firewall devices may be obtained by e-mailing Kathleen.m.anderson@po.state.ct.us. Vendors can make arrangements to pick up a copy of this information on disk at the Department of Information Technology. The disk must be returned with the bid for the State to consider your company for an award. The State is required to keep a record of what vendors have been given this information.

This Addendum must be Signed & Returned with your Bid.

Company Name

Authorized Signature of Bidder

Date

APPROVED _____

Holly Miller-Sullivan

Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

Date Issued: July 25, 2003

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274



Invitation To Bid
Specifications & Bid Documents Attached

Bid Number: **03ITZ0333**

Bid Opening Date & Time: **August 7, 2003 @ 2:00 p.m. Eastern Time**

Bid Class/Sub-Class & Description: **Check Point Firewall**

Requesting Agency: **The Department of Information Technology, Connecticut Education Network and All Using State Agencies, Political Subdivisions**

Special Instructions: This will be a 2 year contract with an option of two (1) year contract extensions.

NOTICE TO VENDORS:

Ligon to:

<http://www.doit.state.ct.us/purchase/index.html>

Click on the link **Register for Bid Notification**
complete the form to automatically receive a summary
of new Bids & RFP's via e-mail.

www.ct.gov/doit

DOIT CT State Web Site

Kathleen.m.anderson@po.state.ct.us

Purchasing Officer E-mail Address

(860) 610-0857

Fax Number

Attending the Bid Opening at DOIT, 101 East River Drive, East Hartford:

- ▶ Sign in and provide a picture ID at the Security Desk and ask for the Bid Opening Room.
- ▶ If you are hand delivering your bid to the opening, allow enough time for minor delays and ensure that your bid is TIME STAMPED by the mailroom on the bid opening date before 2:00 p.m.

Return Bid To:

SEALED BID #: 03ITZ0333

NOT TO BE OPENED UNTIL:

Thursday, August 7, 2003 @ 2:00 pm EST

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
4th Floor, Attn: Kathleen M. Anderson
101 EAST RIVER DRIVE
EAST HARTFORD, CT. 06108-3274

Note:

When returning the **ORIGINAL & ONE (1) COPY and (1) Electronic copy** of your bid response, use the mailing label format at the left on all sealed bid envelopes.

Ensure that YOUR mailing address is in the upper left corner of the sealed bid envelope.

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

**THIS FORM AND
BID SCHEDULE FORMS
MUST BE RETURNED**

03ITZ0333

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

Read Carefully

BID PROPOSAL

BID NUMBER 03ITZ0333	BID OPENING DATE August 7, 2003	BID OPENING TIME 2:00 PM (EST)	BID SURETY NONE	DATE ISSUED 7/22/03
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DESCRIPTION: **Check Point Security Software, Support Hardware and Support Services**

COMMODITY CLASS /SUBCLASS: **5200**

Agency Requisition Number(s): **198368**

FOR: **Department of Information Technology and All Using State
Agencies and Political Sub-Divisions and Connecticut Ed. Network
101 E. River Drive
E. Hartford, CT 06108**

INVITATION TO BID: Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed bids will be received by Contracts & Purchasing Division for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

1. That this BID is executed and signed by said bidder with full knowledge and acceptance of the provisions in Form SP-7A, entitled Standard Bid and Contract Terms and Conditions, of current issue and in effect on the date of bid issue.
2. That should any part of this BID be accepted in writing by Director within thirty (30) calendar days from the date of bid opening (*unless an earlier date for acceptance is specified by bidder in BID Schedule*), said bidder will furnish and deliver the commodities and/or services for which this BID is made, in the quantities and at the prices bid, and in compliance with the provisions of the Standard Bid & Contract Terms & Conditions, Commodity Specifications, Bid Schedule, and *Special Bid & Contract Terms & Conditions*. Should award of any part of this BID be delayed beyond the time indicated, such award shall be conditioned upon bidder's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the Bid Schedule at the prices bid therein.

BIDDER INFORMATION SECTION

COMPLETE BIDDER NAME (Trade Name, Doing Business As)		SSN OR FEIN NUMBER	
BIDDER STREET ADDRESS		CITY	STATE ZIP CODE
CONTACT NAME (TYPED OR PRINTED)		TELEPHONE # TOLL-FREE #	FAX #
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
BIDDER E-MAIL ADDRESS		BIDDER WEBSITE	
BUSINESS TYPE: <input type="checkbox"/> PROPRIETORSHIP (Individual) <input type="checkbox"/> PARTNERSHIP (<i>you <u>must</u> attach the names and titles of all partners</i>) <input type="checkbox"/> CORPORATION Type of Corporation: _____ State Incorporated in: _____			
STATE EMPLOYEES <u>must</u> indicate your Position, Agency & Agency Address:			
Current DAS <i>certified</i> CT Set-Aside business: <input type="checkbox"/> YES (<i>copy of certificate included with bid</i>) <input type="checkbox"/> NO			
Has your business received funding from the Small Business Association? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Is your business reportable to the IRS? <input type="checkbox"/> YES (<i>1099/W2 will be mailed to you at year end</i>) <input type="checkbox"/> NO			
REMITTANCE INFORMATION: (if <u>different</u> from above address)			

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th FLOOR
EAST HARTFORD, CT 06108

Bid Number
03ITZ0333

Agency Specifications

1. Introduction

This Invitation to Bid (ITB) is intended to select one or more providers of Check Point security software, support hardware and support services for the State of Connecticut Department of Information Technology, the Connecticut Education Network and political sub-divisions of the state including municipalities, school systems and other authorized contract users.

The State may initially purchase between 2 to 6 Check Point firewalls on Nokia platforms. The State may also purchase support and installation services for these initial installations.

Bids will include options for support services to address the different needs of groups listed above, and may include complete managed services for some entities, off-hours support for others, and time-and-materials hourly rates for other applications.

Vendor must be able to install and provide the following by August 21, 2003:

- (2) IP-710 Nokia Firewalls
- Bring 2 Firewall 4.1 licenses up to date 10/02 to present
- Upgrade 2 Firewall 4.1 licenses to FW-1
- Provide support and installation services as described for these 2 firewalls

This Invitation to Bid will establish an initial 2 year contract, with an option at the State's discretion to renew for 2 additional 1-year periods.

2. Mandatory Requirements for Bidders

Due to the significant and critical nature of security services for State Government and the relationship between State security services and national security interests, only bidders with at least 4 years experience with Check Point security products and a current Check Point Certified Partner status will be accepted for this bid. **Please e-mail Sheryl Bielenberg at Check Point – sherylb@us.checkpoint.com** to receive confirmation that you are a Certified Partner with Check Point. The confirming e-mail will be a requirement to be considered for this ITB and MUST be included in your bid package.

Additionally, all resumes submitted with this Invitation to Bid MUST be accompanied by a copy of the result of a Criminal history check that may be obtained by the Connecticut State Police. Information on obtaining a Criminal history check can be viewed by going to the following site.
<http://www.state.ct.us/dps/SPBI.htm>

3. State Firewall Product Standard

The State of Connecticut Department of Information Technology Enterprise Wide Technical Architecture process has selected and standardized on Check Point security technology as the primary enterprise firewall technology.

NO SUBSTITUTIONS -There will be NO exceptions or substitutions for Check Point Technology. The State does not intend to extend this ITB process for consideration of non-Check Point solutions.

4. Acceptance of State Terms and Conditions

The State uses standard terms and conditions documents to establish a relationship between a vendor and the State. Additionally, this bid includes Special Terms and conditions relevant to this procurement.

5. Products

- a. ***Bid responses should include a description of the Check Point software and hardware product lines that the bidder's company is offering to the State and pricing for those products as part of the proposal responses. This bid response should include part numbers and costs for all including the Nokia appliances along with other Check Point products, accessories and software.***
- b. The State specifically asks for responses to include the following Check Point/Nokia appliances with software licenses for Firewall-1 software in the following configurations as part of the proposal responses.
 - i. IP710 – Firewall-1 configured with 1 Gb RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces
 - ii. IP740 – Firewall-1 configured with 2 Gb RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces
 - iii. IP1260 - Firewall-1 configured with maximum RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces
 - iv. IP120 Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces
 - v. IP380 Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces
 - vi. IP530 Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces, 2 Gigabit Ethernet Interfaces
 - vii. All firewall appliance bids should include support and next business day advanced replacement for the Nokia appliances.
- c. Check Point Software and other products

In addition to the complete list of Check Point products requested above, bidders must include specific pricing for software and product licensing for 1 calendar year of software support and

licensing by Check Point

- i. Check Point SVN Smart Bundle (P-CPMP-VFE-U-NG)
 1. Includes Firewall 1, VPN-1 and management console licensing
- ii. Check Point Firewall-1 Enterprise Center Unlimited (P-CPFW-EPC-U-NG)
- iii. Check Point Software Subscription for SVN Smart Bundle (M-SS-CPMP-VFE-U)
- iv. Check Point Software Subscription for Firewall-1 (M-SS-CPFW-FM-U)

6. Installation & Support Services

The State requests proposals for installation and support for each group of Check Point console and firewall units purchased or presently installed. Bidders should expect one management console and at least one (1) firewall unit may be purchased on any given order by the State.

i. Installation Services

Provide an estimated 1-business-day of off-site pre-configuration of Nokia appliances in coordination with State IT personnel. Provide 3 business-days of on site installation, integration configuration and testing of firewalls and the management console. The State may designate that up to 1 business-day of this work will occur off-hours during one or two half-day maintenance windows.

ii. Continuous Support Services

Provide 1 year of continuous 24 hour 7 day-per week (24x7x365) monitoring of the firewalls and monitoring console, 24x7x365 telephone support for troubleshooting, configuration, and upgrades. Attach detailed descriptions of the services provided as part of the bid response.

iii. Hourly Support Options

Provide hourly rates for support, based on a 4-hour minimum, on site commitment in Hartford County, Connecticut. All travel and expenses should be included in the hourly rate if appropriate.

Proposed hourly rates should be provided for technicians with the following levels of certification:

- CCSA – Check Point Certified Security Administrator
- CCSE – Check Point Certified Security Expert
- CCSE Plus – Check Point Certified Security Expert plus Enterprise Integration and Troubleshooting
- CCMSE – Check Point Certified Managed Security Expert

iv. Transitional Services

Bidders should provide a cost estimate to upgrade and replace existing PIX or Border Manager Routers with Check Point/Nokia firewalls with equipment purchased through this bid. For bid comparison purposes, a small PIX 500 series firewall with four fast Ethernet interfaces (inside, outside and two DMZ's) and 40 rules should be bid.

v. Resumes

Bidders must provide with their bid response (1) representative resume for each type of certification which the bidder's company has on staff. Resumes must indicate the number of years of experience in the security industry. Additionally, a Criminal history check must be submitted for each representative resume.

<http://www.state.ct.us/dps/SPBI.htm>

Each time this contract is used for a new order, the State may request resumes for individuals to be assigned to a specific project. The Bidder must agree to provide a resume and Criminal history check upon request.

7. Conversion of specific existing Check Point firewalls to Firewall 1

The State seeks bids for services to upgrade up to 6 of the State's existing Check Point Firewall 4.1 licenses on Solaris/SunE450's to Firewall-1-NG in up to 3 sequential batches that would upgrade two firewalls in each group. The upgrade should include the cost to bring licenses for Check Point 4.1 firewalls that expired in October, 2002 into current compliance, plus costs to upgrade all 6 firewalls in 3 batches of 3 using Hardware selected from other portions of the ITB response.

8. Compliance with State and Federal Security Regulations

- a. All bidders responding to this invitation to bid who wish to provide installation and support services must acknowledge their companies' full and complete agreement to comply with all requirements for security and background checks required by the United States Federal Government and the State of Connecticut as well as other State and Federal government security requirements. Background check information may be obtained by going to the Connecticut State Police site: <http://www.state.ct.us/dps/SPBI.htm>
- b. A Vendor receiving an award from this ITB must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the proposal or not, are one of the following:
 - 1) A citizen or national of the United States
 - 2) A Lawful Permanent Resident
 - 3) An Alien authorized to work until all project responsibilities have been fulfilled

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. The State reserves the right to audit the vendor's records for compliance.

- c. All bidders responding to this invitation to bid must provide a positive acknowledgement that all staff that are in any way involved in 24x7x365 monitoring of the State's firewalls will have passed complete criminal security background checks. All vendors responding to this request for proposal must indicate the locations of any 24x7x365 support centers and the citizenship of the employees at those centers.
- d. Bidders should indicate if they can provide 24x7x365 support using only US citizens who have passed an approved criminal background check process.
- e. Bidders should describe their companies ongoing security auditing and assurance programs and what type of auditing would be provided to the State to assure continued compliance.

9. Bid Pricing Response Requirements

The State requests that all bids include *both* standard **State government pricing and separately education pricing** for all components proposed, if education pricing is lower.

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03ITZ0333

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

E-Mail Address:
kathleen.m.anderson@po.state.ct.us

BID SCHEDULE

03ITZ0333

RETURN ORIGINAL AND ONE COPY

BID OPENING DATE
August 7, 2003 @ 2:00 pm EST

DELIVERY TIME
August 21, 2003

PAYMENT TERMS Net 45 Days	CASH DISCOUNT -- % -- Days
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Payment terms are net 45 days.
Pricing includes all transportation charges FOB state agency.

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BIDDER NAME

SSN OR FEIN #

Department of Information Technology is soliciting bids for
All Using State Agencies and Political Sub-Divisions for Checkpoint Firewall

NOTE TO VENDORS: THE FOLLOWING LINES ARE EXAMPLES OF CHECKPOINT PRODUCTS THAT MAY BE PROPOSED. THE STATE IS ASKING FOR BIDS TO INCLUDE ALL CHECKPOINT PRODUCTS THE VENDOR MAY BE ABLE TO PROVIDE, NOT JUST THOSE LISTED HERE. Bidders are REQUIRED to propose pricing on these specific items for cost comparison of bid responses.

Checkpoint ITB Pricing Matrix	Initial Quantity	Government purchase cost	Education purchase cost
Checkpoint Firewall-1 Enterprise Center Software	1		
Checkpoint SVN Smart Bundle Software	1		
Checkpoint Software subscription Firewall-1	1		
Checkpoint Software subscription SVN Smart Bundle	1		
Nokia IP120 Firewall			
Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces	1		
1 Year Advanced Replacement for IP120	1		
Nokia IP 380 Firewall			
Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces	1		
1 Year Advanced Replacement for IP380	1		
Nokia IP 530 Firewall			
Firewall-1 configured with maximum RAM, 4 Fast Ethernet interfaces, 2 Gigabit Ethernet Interfaces	1		
1 Year Advanced Replacement for IP530	1		

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Nokia IP 710 Firewall

Firewall-1 configured with 1 Gb RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces	2		
1 Year Advanced Replacement for IP710	2		

Nokia IP 740 Firewall

1 configured with 2 Gb RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces	1		
1 Year Advanced Replacement for IP740	1		

Nokia IP 1260 Firewall

Firewall-1 configured with maximum RAM, 8 Fast Ethernet interfaces, 2 single-port gigabit Ethernet Interfaces	1		
1 Year Advanced Replacement for IP1260	1		

Support Services

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Firewall Installation Services

Provide an estimated 1-business-day of off-site pre-configuration of Nokia appliances in coordination with State IT personnel. Provide 3 business-days of on site installation, integration configuration and testing of firewalls and the management console. The State may designate that up to 1 business-day of this work will occur off-hours during one or two half-day maintenance windows.			
--	--	--	--

Continuous Support Services

Provide 1 year of continuous 24 hour 7 day-per week (24x7x365) monitoring of a firewall and monitoring console, 24x7x365 telephone support for troubleshooting, configuration, and upgrades.	1		
Cost for each additional firewall monitored	1		

Hourly Support services

CCSA hourly rate	1		
CCSE hourly rate	1		
CCSE Plus hourly rate	1		
CCMSE hourly rate	1		

Replacement of PIX or BM with Nokia Appliance

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Cost estimate to upgrade and replace existing PIX or Border Manager Routers with Checkpoint/Nokia firewalls with equipment purchased through this bid. For bid comparison purposes, a small PIX 500 series firewall with four fast Ethernet interfaces (inside, outside and two DMZ's) and 40 rules should be bid.	1		
--	---	--	--

Total		Government Cost	Education Cost
1. Bring 2 Firewall 4.1 licenses up to date 10/02 to present			
2. Upgrade 2 Firewall 4.1 licenses to FW-1			
3. Provide support and installation services as described			
Total prices for all services			

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Ensure that you have attached your specification sheet that includes everything you are including in your bid. Any corrections must be initialed.
3. Send an **original** and **one (1) copy and include an electronic copy** of your bid per instructions on SP-11 ITB. **We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Thursday, August 7, 2003 @ 2:00 p.m. (ET).**
4. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warrantee. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.
5. Bids must be sealed and received by: **Thursday, August 7, 2003 @ 2:00 p.m. (ET).** We do not accept e-mailed or fax bids.
6. Any Corrections must be initialed.

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:

-or-

Attn.:Kathleen.m.anderson@po.state.ct.us, Bid # **03ITZ0333**
DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

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BIDDER'S STATEMENT OF QUALIFICATIONS

This form will be used in assessing a Bidder's qualifications and to determine if the bid submitted is from a responsible, qualified bidder. State law mandates that contracts be awarded to the lowest responsible, qualified bidder. Factors such as past performance, financial stability, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids. Attach additional sheets, if necessary.

BIDDER NAME: _____
(Trade Name, Doing Business As)

Number of years doing business under this name: _____ YEARS

Other/Previous business name(s): _____

Company Value: Equipment Assets _____ Total Assets _____

Is your company registered with the Office of the Connecticut Secretary of State? ☐ YES ☐ No
Registration Date: _____

If no, upon request, your company must provide a "Certificate of Legal Existence" issued by the Connecticut Secretary of State's Office. Website: www.sots.state.ct.us

List up to three (3) any contract awards of **similar size and scope** to **your** company by the State of Connecticut within the last three (3) years. **Do not list subcontractor awards.** Indicate the contract number, commodity, the State Agency, and provide the name & telephone number of the purchasing agent responsible for the contract.

<u>AWARD #</u>	<u>COMMODITY</u>	<u>STATE AGENCY</u>	<u>PURCHASING CONTACT</u>	<u>TELEPHONE #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

References:

List at least **three completed projects similar** in nature to this Invitation to Bid that demonstrates **your** business's ability to perform the requirements of this bid. **Do not list subcontractor projects**

Contact Name, Company, and Address	Telephone #	Dollar Value
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

List any relevant certifications, licenses, registrations, etc. that qualify your business to meet the requirements of this bid.

(Attach additional sheets if necessary)

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BIDDER'S STATEMENT OF QUALIFICATIONS

List of equipment to be used for this service, *if applicable*:

MODEL

YEAR

MANUFACTURER

_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

Political Sub-Divisions Section

Bidder will indicate below whether he will agree to furnish the awarded items at contract prices to Connecticut Political Sub-Divisions, as defined in the Connecticut General Statutes, that are interested in using the State's contract if the bidder is the awarded contractor for this bid invitation. If the bidder is agreeable, but wants to subject purchases from Political Sub-Divisions to certain requirements or conditions, the bidder may stipulate such requirements or conditions in the bid.

☐ YES

☐ NO

☐ YES – subject to requirements listed below

REQUIREMENTS: _____

OSHA Compliance Section

(Connecticut General Statute Section 31 - 57b)

The _____ ☐ **HAS** ☐ **HAS NOT**
Name of Bidder's Business, Firm, Organization or Corporation

been cited for three (3) or more willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or received one or more criminal convictions related to the injury or death of any employee in the 3-year period preceding the bid.

☐ Copies of violations are attached

☐ None Received

Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty and shall be disqualified from bidding on or participating in a

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BIDDER'S STATEMENT OF QUALIFICATIONS

contract with the state or any of its political subdivisions for five years from the date of the final determination that the information provided above is false.

Bidder Debarment and/or Suspension Section

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *the State of Connecticut or the Federal Government* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *other states within the United States* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all administrative actions either pending review by the State or determinations that the State has made regarding your business for the last three (3) years. This would include court judgements and suits pending by a State or Federal Court. Also, include copies of any actions or orders pending or resolved with any State Agency (i.e. Consumer Protection, Environmental Protection).

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

=====

I hereby certify that all the information supplied herein (on pages 1-3) have been examined by me and is complete, true, and correct:

Bidder:

Name (typed or printed)

Title:

Title of above Bidder

Signature:

Hand Written Signature

Dated:

Date Signed

(Corporation Seal)
optional

Note: If it is determined by the contracting authority of the State of Connecticut that *any information requested was not referenced and submitted* with this bid, then such determination will be *just cause for disqualification* of the bid. A duly authorized representative of the company must sign this form.

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CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies that establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n." Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians..." A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (A) the bidder's success in implementing an affirmative action plan;
- (B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder's promise to develop and implement a successful affirmative action plan;
- (D) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
- (E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) pages **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

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2) Description of Job Categories (as used in Part IV Bidder Employment Information)

Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

Trainees - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.

American Indian or Alaskan Native All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) -or- Social Security Number (SSN)
Major Business Activity <i>(brief description)</i>	Bidder Identification <i>(response optional/definitions on page 1)</i> -Is bidder a small contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, check ownership category <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female
Other Locations in CT (if any)	-Is bidder certified as above by the State of CT (DAS)? <input type="checkbox"/> Yes <input type="checkbox"/> No

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
5. Do you notify the CT State Employment Service of all employment openings with your company? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Does your company have a written affirmative action plan? <input type="checkbox"/> Yes <input type="checkbox"/> No
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input type="checkbox"/> Yes <input type="checkbox"/> No
6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide name and phone number.

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No

1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? ☐ Yes ☐ No

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PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Total One Year Ago											

FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)

Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area? ☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources do you use? <i>(Check yes or no, and report percentage of applicants provided by source)</i>				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.
SOURCE	YES	NO	% of applicants	(✓)	Requirements used	
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Minority/Community Organizations					Personal Recommendation	
Labor Organizations					Height or Weight	
Others <i>(please identify)</i>					Car Ownership	
					Arrest Record	
					Wage Garnishment	

Certification: I certify that the statements made by me on this Bidder Contract Compliance Monitoring Report are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT. *Carefully check your statements on it before signing.*

Signature	Title	Date Signed	Telephone
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STATE OF CONNECTICUT

Department of Information Technology

Contracts and Purchasing

101 E. River Drive E. Hartford, CT 06108

BID NO.:

03ITZ0333

Contract Specialist
Kathleen M. Anderson

Telephone Number
860-622-2328

Standard Bid and Contract Terms and Conditions - Page 1 of 2

All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-30.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

STATE OF CONNECTICUT

Department of Information Technology

Contracts and Purchasing

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Standard Bid and Contract Terms and Conditions - Page 2 of 2

Contract

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

25. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

26. Deliveries are subject to re-weighing on State sealed scales.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Saving Clause

29. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

30. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

Rights

31. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

32. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

33. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Information Technology Consultants Terms & Conditions

1. CONSULTANTS

Upon acceptance of a proper Purchase Order (State of Connecticut Form CO-94) issued by an agency of the Customer, the Vendor receiving such Purchase Order, hereinafter referred to as "Supplier," shall provide to the agency the data processing consultant(s), hereinafter referred to as "CONSULTANT," as noted in the CLASSIFICATION TITLES for the rates listed in the SCHEDULE OF RATES, and shall provide said CONSULTANT(S) in accordance with these Terms and Conditions and in accordance with the provisions set forth in such Purchase Order. Any such Purchase Order shall contain, as a minimum, the following:

- a) Name of each CONSULTANT
- b) Classification title
- c) Rate of payment and not to exceed amount
- d) Duration of required services of each CONSULTANT (start date, end date)
- e) Project title and agency location at which each CONSULTANT will generally perform
- f) Statement of Work
- g) Agency official or representative from whom supervision shall be received
- h) Address for submission of invoices
- i) Reference to the Contract Award

2. TERM

These Terms and Conditions shall become effective upon issuance of a Contract Award to the Vendor, and shall continue in effect until completion of project.

3. TERMINATION OF CONSULTANTS AND AMENDMENTS

- a. Upon thirty (30) days' notice to the Supplier, by the issuance of a Purchase Order Amendment (State of Connecticut Form CO-95), the agency may reasonably amend any Purchase Order and/or may terminate any CONSULTANT noted in any Purchase Order based upon sp-10 approval from the office of DOIT/CPD.
- b. Completion of any services of any CONSULTANT provided hereunder, or the Customer's failure to issue any Purchase Order hereunder, shall not terminate these Terms and Conditions; the intent of the parties being to leave these Terms and Conditions in effect for the term specified in Section 2.

4. PERFORMANCE CRITERIA

- a. The Supplier when responding to a request to provide a CONSULTANT to any agency shall be provided a Statement of Work by said agency. This Statement of Work, unless modified in writing by the agency, shall be the performance guide to be used by both the Supplier and agency.
- b. The Supplier shall concur with any agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
- c. The services of a CONSULTANT shall not be deemed completed until all aspects of the Statement of Work have been completed to the agency's satisfaction (including implementation and post audit).

5. CONSULTANT SELECTION CRITERIA

The agency shall have the opportunity to interview and accept or reject any CONSULTANT recommended by the Supplier to provide services to that agency.

6. CONSULTANT DATES OF SERVICE

No CONSULTANT services shall be provided to any agency prior to the start date specified in the Purchase Order nor shall the services of a CONSULTANT continue beyond the end date specified in the Purchase Order unless such Purchase Order has been duly amended. No employee, officer, or representative of the Customer, including the agency, or the Supplier may circumvent the intent of this section.

7. FINANCIAL CONSIDERATIONS

a. Work Day

The work day of the agency is eight (8) hours unless otherwise stated in the Purchase Order.

b. Computing Payments

The agency shall allow billing for one-half (1/2) hour increments up to eight (8) hours in any one day. However, the time in excess of the standard work day requires prior agency written approval.

c. Overtime

The contracted hourly rate shall be the only rate paid by the Customer unless otherwise stated in the Purchase Order and approved by the Department of Information Technology, Contracts & Purchasing Division, hereinafter referred to as the "DOIT/CPD."

d. Travel Time

The Customer shall not pay the Supplier for travel time between the CONSULTANT'S place of residence and the place of work.

e. Travel Allowance

The Customer shall not pay the Supplier any out-of-pocket expenses incurred by a CONSULTANT for travel to the place of work. Reimbursement of travel expenses incurred at the agency's request must be authorized beforehand, in writing, by the agency. Payments shall not exceed the Customer's present prevailing rates for Customer employees.

f. Enhanced Training

The agency shall not allow a CONSULTANT to attend training courses at the expense of the agency, unless such courses are in the best interests of the agency. Any such courses must be requested, justified, and authorized beforehand, in writing, by both the agency and DOIT/CPD.

g. Personnel Movement Costs

The Customer assumes no liability, financial or otherwise, for the transportation of Supplier's personnel and their possessions into or out of the State of Connecticut.

h. Experience of CONSULTANTS

There shall not be more than one upward reclassification of a CONSULTANT during the term of these Terms and Conditions into a higher experience category for pay purposes. Such reclassification can only occur after completion of twelve consecutive months of duty and after the CONSULTANT has met the stated experience requirements as provided in the LIST OF CONSULTANTS for any such reclassification.

8. EMPLOYEES OF SUPPLIER

Subcontractors are not to be utilized by the Supplier in the performance of these Terms and Conditions. The Supplier warrants and represents that all CONSULTANTS assigned to perform under these Terms and Conditions shall be full-time employees of the Supplier. The Supplier agrees to promptly provide specific supportive documentation of employment status as requested.

9. CONSULTANT COMMITMENT

- a. Unless the agency terminates the CONSULTANT noted in an applicable Purchase Order, by issuance of an amendment or cancellation of the Purchase Order, as may be applicable, any CONSULTANT assignment resulting from such Purchase Order shall remain in force until the Purchase Order specified assignment end date.
- b. If the Supplier terminates any CONSULTANT prior to the end date specified in the Purchase Order, the Customer shall be entitled to a credit based upon the following table:

<u>Number of Work Days Worked by the CONSULTANT</u>	<u>Calculation of Customer Credits</u>
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 through 60 days	Credit for one quarter (25%) of total charges
61 days and thereafter	Credit for one fifth (20%) of total charges

10. PERFORMANCE FAILURE

If a CONSULTANT fails to perform as specified in the Statement of Work or the CONSULTANT is found by the agency to lack the basic skills for which she/he was selected, the CONSULTANT shall be immediately terminated and the Customer shall be immediately entitled to a credit based upon the following table:

<u>Number of Work Days Worked by the CONSULTANT</u>	<u>Calculation of Customer Credits</u>
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

11. **CHARGES**

- a. The Customer shall pay the Supplier any charges due it under these Terms and Conditions within forty-five (45) days, [thirty (30) days for Set-aside], after the period for which the applicable services of a CONSULTANT have been rendered and a related invoice has been received by the applicable agency.
- b. The Supplier, no later than the 15th day after each calendar quarter, shall provide DOIT/CPD a written report stating the total value of Purchase Orders received during each such quarter.

12. **NEWS RELEASES, COMMERCIAL ADVERTISING**

Supplier news releases and commercial advertising which pertain to these Terms and Conditions shall neither be made nor authorized by the Supplier without prior written approval of DOIT/CPD.

13. **CONFIDENTIALITY**

- a. In order that the Supplier may effectively assist the agency, the agency may disclose to the Supplier confidential information relating to past, present and/or future operations relative to the Customer, including the agency.
- b. All data and/or other information, in whatever form, delivered by the agency or otherwise obtained from the agency by the Supplier pursuant to these Terms and Conditions shall be deemed confidential to the Customer, including the agency.

The Supplier shall provide care and safeguards for the Customer's, including the agency's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

14. **OWNERSHIP AND PROPRIETARY RIGHTS**

Any product, whether acceptable or unacceptable, developed under these Terms and Conditions shall be the sole property of the Customer and the Customer shall have sole proprietary rights thereto.

15. **SEPARABILITY**

In the event any provision of these Terms and Conditions is decided by a proper authority to be invalid, the remaining provisions of these Terms and Conditions shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

16. **HEADINGS**

The headings given to sections of these Terms and Conditions are intended to be used for reference only, and shall not affect the construction or interpretation of these Terms and Conditions.

17. **GENERAL**

- a. These Terms and Conditions do not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner or thing whatsoever.
- b. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
- c. These Terms and Conditions shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State.

18. **COMMUNICATIONS**

The address for the submission of invoices shall be provided in Purchase Orders.

Unless notified otherwise by the other party in writing:

a) Correspondence and notices between the parties to these Terms and Conditions as to general business matters, quarterly reporting of Purchase Orders received, or the terms and conditions herein should be directed to:

Customer - DOIT/Contracts & Purchasing Division
101 E. River Drive
East Hartford, Connecticut 06108

Supplier - As stated in the Contract Award

Notices sent by United States mail with postage prepaid shall become effective when mailed.

b) All technical, coordination, or day-to-day administrative matters pertaining to these Terms and Conditions should be directed to:

Agency - As specified in the applicable Purchase Order

Supplier - As stated in the Contract Award

19. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, as amended

by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, as amended by Section 5 of Public Act 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

20. EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will

not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

21. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

22. SURVIVAL BEYOND COMPLETION

The provisions of Section 12 and Section 13 shall survive forever.

23. AUTHORIZED TO WORK ON PROJECT

A Vendor receiving an award from this RFP must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the proposal or not, are one of the following:

- A citizen or national of the United States
- A Lawful Permanent Resident
- An Alien authorized to work until all project responsibilities have been fulfilled

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. The State reserves the right to audit the vendor's records for compliance.

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Bid Number
03ITZ0333

Page 1 of 2

SPECIAL TERMS AND CONDITIONS

1. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
2. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for a period of ninety (90) days.
5. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of ninety (90) days after an award unless further extended by mutual consent or equipment is no longer available.
6. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
7. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.
8. Bidders offering equipment **other than all new equipment** must specify it (i.e. rebuilt, refurbished). Bidders may also be required to submit additional information prior to an award. The State will evaluate and may consider such an offer if it is deemed to be in the best interest of the agency.
9. Bidders cannot substitute for a manufacturer's installed components.
10. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
11. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Bid Number
03ITZ0333

Page 2 of 2

LAWS

Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Vendor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

- ▶ Sec. 4d-44. Continuity of systems in event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor. Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of state agency information system and telecommunication system facilities, equipment and services, in the event that work under such contract, subcontract or amendment is transferred back to the state or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the contractor or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the state of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which the contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former state employees who were hired by such contractor or subcontractor the opportunity for reemployment with the state. (June 18 Sp. Sess. P.A. 97-9, S. 44, 50; P.A. 00-66, S. 16.)
History: June 18 Sp. Sess. P.A. 97-9 effective July 1, 1997; P.A. 00-66 revised references to amendments to subcontracts.

The vendor is also subject to the provisions of the following:

- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts:
<http://www.state.ct.us/governor/executiveorders/meskill3.htm>
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service:
<http://www.state.ct.us/governor/executiveorders/meskill17.htm>
- ▶ Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16:
<http://www.state.ct.us/governor/executiveorders/no16.htm>

BIDDER'S CHECKLIST

Read, review, and check-off each action as it is completed.

BIDDER'S RESPONSE PACKAGE

All original bid forms must be prepared in INK or TYPEWRITTEN, *filled-out completely and returned* regardless if the information has been submitted in prior bids or bid may be disqualified.

- ☐ SP-26 Bid Proposal – This form **must have an original signature** of a duly authorized representative of the company. *Unsigned bids are automatically rejected.*
- ☐ SP-16 Bid Schedule:
 - ▶ Bidder's name must be in the upper right corner of ALL Bid Schedule Pages (typed or printed).
 - ▶ Complete the delivery section – A.R.O. (be specific). Do NOT use: “as ordered” or “as required.”
 - ▶ The payment terms are Net 45 Days (*Bidder may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (i.e. Net 30) are subject to rejection. *Exception:* State of CT Small Business Set-Aside bid payment terms shall be in accordance with CGS 32-9h.
 - ▶ The price extensions and totals have been reviewed and verified. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation.
 - ▶ Any errors, alterations, corrections, whiteouts, or erasures must be initialed. Changes not initialed result in automatic bid rejection.
- ☐ Bidder Specifications – All technical or descriptive material, drawing, sample, format, or disc that are required with the bid.
- ☐ SP-14 Bidder Qualifications – Each section must be completed (if not applicable, note “N/A”) and **must be signed** by an authorized representative of the company.
- ☐ SP-34 Contract Compliance Regulations (CHRO) – The last 2 pages must be completed, signed, and submitted with each bid regardless of the number of employees (*even if the company is family owned and/or operated*) or the bid may be rejected.
- ☐ E-Mail from Check Point Cheryl Bielenberg confirming status as Certified Partner.
- ☐ Copy of Criminal History report from Connecticut State Police
- ☐ (1) Original, (1) Copy and (1) Electronic copy of the Bid

IF REQUESTED INCLUDE:

- ☐ SP-18 Addendum – any addendum to the bid must be signed (insert before SP-26).
- ☐ Set-Aside Certification – a copy of your certification from DAS (insert after specifications).
- ☐ Maintenance Vendor Guarantee Certification – must be completed and signed with the bid.
- ☐ ANY additional items that are listed in the bid schedule.

WHEN RETURNING BIDDER'S RESPONSE PACKAGE (*We do not accept e-mailed or faxed bids*)

- ☐ **Return** the **ORIGINAL** forms listed above with **one copy & one electronic copy**.
- ☐ Bidder's return mailing address **must be** in the upper left corner of the sealed bid envelope.
- ☐ Use the pre-addressed mailing label (found on SP-11, ITB) **or**
 - ▶ **Mark** your sealed bid envelope with the **Bid Number** and the **Bid Opening Date** and
 - ▶ Address it to: State of Connecticut - Department of Information Technology Attn: K.M. Anderson
101 East River Drive, East Hartford, CT 06108-3274
- ☐ Mail or hand-deliver your bid in time to be received no later than the designated opening date and time. Late bids are *not accepted* under any circumstances.
- ☐ **Do NOT return** unnecessary forms (i.e. terms & conditions, agency specifications, ABL, checklist) with your bid. It only complicates the evaluation of your bid if returned unnecessarily.